

Exhibit 6

Examples and Excerpts of Collateral Releases

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:38 PM 05/20/2009
INITIAL FILING # 2008 1954245
AMENDMENT # 2009 1611497
SRV: 090506242

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2008 1954245 filed 06/06/2008

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party

☐ DELETE name: Give record name to be deleted in item 6a or 6b

☐ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7e-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

Residential Funding Company, LLC

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned

See Exhibit A attached hereto, which is made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME

Wells Fargo Bank, N.A., as Third Priority Collateral Agent

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with S/S-DE 4 additional pages attached 08048307-126

EXHIBIT A
TO UCC FINANCING STATEMENT

Debtor	Secured Party
Residential Funding Company, LLC One Meridian Crossings Suite 100 Minneapolis, Minnesota 55423 USA	Wells Fargo Bank, N.A., as Third Priority Collateral Agent 625 Marquette Avenue N9311-110 Minneapolis, Minnesota 55479, USA

Description of Collateral

All of the Debtor's right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Pledged Mortgage Loans and all assets, rights or property related thereto;
- (b) (i) all Pledged Interests and (ii) all assets, rights or property related thereto;
- (c) (i) all Dividends, Distributions, interest, and (ii) other payments and rights, in each case if and to the extent evidencing or related to the Pledged Interests or Pledged Mortgage Loans;
- (d) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to any Pledged Interests or Pledged Mortgage Loans,
- (e) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to any Pledged Interests or Pledged Mortgage Loans;
- (f) to the extent not included in the foregoing, all other agreements, contracts, documents and instruments if and to the extent evidencing or related to any Pledged Interests or Pledged Mortgage Loans;
- (g) (i) all books, records, writings, data bases, information and other property relating to or evidencing any Pledged Interests or Pledged Mortgage Loans, and (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement

Pledged Interests means (a) all member interests, general or limited partnership interests or other ownership interests of any Pledged Interest Issuer described in Annex I attached hereto; and (b) all assets, rights or property related to the foregoing (including, without limitation, all registrations, certificates, articles or agreements governing or representing any such interests; all options and other rights, contractual or otherwise, related to such interests (including all rights to vote and participate in the management of the Pledge Interest Issuer); and all Distributions, Dividends and other Property now or hereafter received, receivable or otherwise distributed in respect of or in exchange for any or all of such interests; in each case if and to the extent any of the foregoing evidence or relate to the items described in clause (a) of this definition).

Pledged Mortgage Loan means any mortgage loan (a) which is identified in a Mortgage Schedule delivered under the RAHI-PATI Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the RAHI-PATI Loan Agreement, or (c) which is indicated in RFC's books and records as having been pledged to the Lender Agent (as defined in the RAHI-PATI Loan Agreement) or the Omnibus Agent (as defined in the RAHI-PATI Loan Agreement).

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

RAHI-PATI Loan Agreement means that certain Loan Agreement, dated as of November 20, 2008, as amended, amended and restated, supplemented or otherwise modified from time to time, among RFC Asset Holdings, II, LLC and Passive Asset Transactions, LLC, as borrowers, Residential Funding Company, LLC, GMAC Mortgage, LLC and Residential Capital, LLC, as guarantors, and GMAC LLC, as initial lender and as lender agent.

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

ANNEX I

PLEDGED INTERESTS

Pledged Interest Issuer	Interest		Grantor	% of Interests of Grantor Pledged
	Type of Interests	Interests Owned by Grantor		
Equity Investment I, LLC	Limited Liability Company	100%	Residential Funding Company, LLC	100% of Residential Funding Company, LLC's equity interest in Equity Investment I, LLC, constituting 100% of all the member interest in Equity Investment I, LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:46 PM 05/20/2009
INITIAL FILING # 2008 1954286
AMENDMENT # 2009 1611562
SRV: 090506300

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2008 1954286 filed 06/06/2008

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party

☐ DELETE name: Give record name to be deleted in item 5a or 5b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR
6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

See Exhibit A attached hereto, which is made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME

OR
9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with S/S-DE 3 additional pages attached 08048307-130

EXHIBIT A

TO UCC FINANCING STATEMENT

Debtor	Secured Party
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, Pennsylvania 19034 USA	Wells Fargo Bank, N.A., as Third Priority Collateral Agent 625 Marquette Avenue N9311-110 Minneapolis, Minnesota 55479, USA

Description of Collateral

All of the Debtor's right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Pledged Mortgage Loans and all assets, rights or property related thereto;
- (b) (i) all Dividends, Distributions, interest, and (ii) other payments and rights, in each case if and to the extent evidencing or related to Pledged Mortgage Loans;
- (c) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to Pledged Mortgage Loans;
- (d) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to any Pledged Mortgage Loans;
- (e) to the extent not included in the foregoing, all other agreements, contracts, documents and instruments if and to the extent evidencing or related to any Pledged Mortgage Loans;
- (f) (i) all books, records, writings, data bases, information and other property relating to or evidencing any Pledged Mortgage Loans, and (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to any Pledged Mortgage Loans;

- (g) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles); Goods; Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to any Pledged Mortgage Loans; and

all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing.

When used in this exhibit and unless the context otherwise requires, (a) capitalized terms which are not otherwise defined in this exhibit have the meanings assigned to such terms in the RAHI-PATI Loan Agreement; (b) unless otherwise defined in this exhibit, the terms Account, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Financial Assets, Goods, Instrument, Investment Property, Letter of Credit, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Securities Account and Supporting Obligations have the respective meanings assigned thereto in Article 8 or Article 9 of the UCC (as defined below).

Distributions means all dividends of stock, membership interests or other ownership interests, liquidating dividends, shares of stock resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Pledged Mortgage Loan, but shall not include Dividends.

Dividends means cash dividends and cash distributions with respect to any Pledged Mortgage Loan made in the ordinary course of business and not as a liquidating dividend.

General Intangibles means, with respect to GMACM, all of GMACM's "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of GMACM's licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

Person means any individual, corporation, estate, partnership, limited liability company, limited liability partnership, joint venture, association, joint-stock company, business trust, trust, unincorporated organization, government or any agency or political subdivision thereof, or other entity of a similar nature.

Pledged Mortgage Loan means any mortgage loan (a) which is identified in a Mortgage Schedule delivered under the RAHI-PATI Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the RAHI-PATI Loan Agreement, or (c) which is indicated in GMACM's books and records as having been pledged to the Lender Agent (as defined in the RAHI-PATI Loan Agreement) or the Omnibus Agent (as defined in the RAHI-PATI Loan Agreement).

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

RAHI-PATI Loan Agreement means that certain Loan Agreement, dated as of November 20, 2008, as amended, amended and restated, supplemented or otherwise modified from time to time, among RFC Asset Holdings, II, LLC and Passive Asset Transactions, LLC, as borrowers, Residential Funding Company, LLC, GMAC Mortgage, LLC and Residential Capital, LLC, as guarantors, and GMAC LLC, as initial lender and as lender agent.

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

PARTIAL RELEASE OF COLLATERAL

(Second Pledge of Collateral Under RAHI-PATI Loan Facility)

May 19, 2009

We hereby reference (i) the Consent and Direction to Release, dated May 19, 2009, (the "Direction") provided by GMAC LLC (the "Lender Agent") pursuant to Section 12.11(b) of the Loan Agreement, dated June 4, 2008, (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement") by and among Residential Funding Company, LLC ("RFC") and GMAC Mortgage, LLC ("GMACM"), as borrowers; Residential Capital, LLC, GMAC Residential Holding Company, LLC, GMAC-RFC Holding Company, LLC, Homecomings Financial, LLC, as guarantors; certain other of their affiliates party thereto, as obligors, Wells Fargo Bank, N.A. as first priority collateral agent (the "First Priority Collateral Agent"), and GMAC LLC, as initial lender and as lender agent, attached hereto as Exhibit A; (ii) the Officer's Certificates each dated as of May 19, 2009, attached hereto as Exhibit B (collectively, the "Officer's Certificates"); and (iii) the Legal Opinions each dated as of May 19, 2009, attached hereto as Exhibit C (collectively, the "Legal Opinions"). All capitalized terms used and not otherwise defined herein shall have the respective meanings provided to such terms in the Schedule 1.01 to the Loan Agreement.

The First Priority Collateral Agent, as directed by the Lender Agent in the Direction, hereby releases and terminates (a) all of its liens and security interests and all of its right, title and interest in and to those certain assets of RFC described on Exhibit D-1 attached hereto (the "RFC Released Collateral") and evidenced by the UCC Financing Statement(s) attached in the Direction as Exhibit B-1 and (b) all of its liens and security interests and all of its right, title and interest in and to those certain assets of GMACM described on Exhibit D-2 attached hereto (the "GMACM Released Collateral" and together with the RFC Release Collateral, the "Released Collateral") and evidenced by the UCC Financing Statement(s) attached in the Direction as Exhibit B-2.

Each of the Second Priority Collateral Agent and the Third Priority Collateral Agent, in reliance upon each of the Officer's Certificates and the Legal Opinions hereby release and terminate all of its liens and security interests and all of its right, title and interest in and to the Released Collateral and evidenced by the UCC Financing Statement(s) attached in each of the Officers Certificates as Exhibit B.

Reference made in the exhibits attached hereto to the RAHI-PATI Loan Agreement shall mean that certain Loan Agreement, dated as of November 20, 2008, as amended, amended and restated, supplemented or otherwise modified from time to time, among RFC Asset Holdings II, LLC and Passive Asset Transactions, LLC, as borrowers, the Debtors and Residential Capital, LLC, as guarantors, and GMAC LLC, as initial lender and as lender agent.

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IN WITNESS WHEREOF, the undersigned has executed this Partial Release of Collateral as of the date first set forth above.

Wells Fargo Bank, N.A.,
as First Priority Collateral Agent

By: Alfia Monastra
Name: Alfia Monastra
Title: Vice President

Wells Fargo Bank, N.A.,
as Second Priority Collateral Agent

By: Alfia Monastra
Name: Alfia Monastra
Title: Vice President

Wells Fargo Bank, N.A.,
as Third Priority Collateral Agent

By: Alfia Monastra
Name: Alfia Monastra
Title: Vice President

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Partial Release of Collateral
(Second Pledge RAHI-PATI Release)

05/19/2009 11:43AM

EXHIBIT A
CONSENT AND DIRECTION TO RELEASE

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CONSENT AND DIRECTION TO RELEASE COLLATERAL

(Second Pledge of Collateral Under RAHI-PATI Loan Facility)

May 19, 2009

We hereby reference the Request for Collateral Release dated May 19, 2009 (the "Request for Collateral Release") submitted by Residential Funding Company, LLC ("RFC") and GMAC Mortgage, LLC ("GMACM") and together with RFC, the "Debtors") pursuant to Section 12.11(b) of the Loan Agreement, dated June 4, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Debtors as borrowers; Residential Capital, LLC, GMAC Residential Holding Company, LLC, GMAC-RFC Holding Company, LLC, Homecomings Financial, LLC, as guarantors; certain other of their affiliates party thereto, as obligors, Wells Fargo Bank, N.A. as first priority collateral agent (the "First Priority Collateral Agent"), and GMAC LLC, as initial lender and as lender agent (the "Lender Agent"). All capitalized terms used and not otherwise defined herein shall have the respective meanings provided to such terms in the Schedule 1.01 to the Loan Agreement.

As requested in the Request for Collateral Release, the Lender Agent hereby consents and authorizes and directs the First Priority Collateral Agent to:

1. (a) release and terminate all of its liens and security interests and all of its right, title and interest in and to those certain assets of RFC described on Exhibit A-1 attached hereto (the "RFC Released Collateral") and evidenced by the UCC Financing Statement(s) attached hereto as Exhibit B-1 and (b) direct ResCap to file UCC-3 Financing Statement(s) attached hereto as Exhibit C-1; provided that ResCap shall return file stamped copies of such UCC-3 Financing Statement(s) to the Lender Agent within ten (10) Business Days of filing;
2. (a) release and terminate all of its liens and security interests and all of its right, title and interest in and to those certain assets of GMACM described on Exhibit A-2 attached hereto (the "GMACM Released Collateral") and together with the RFC Released Collateral, the "Released Collateral") and evidenced by the UCC Financing Statement(s) attached hereto as Exhibit B-2 and (b) direct ResCap to file UCC-3 Financing Statement(s) attached hereto as Exhibit C-2; provided that ResCap shall return file stamped copies of such UCC-3 Financing Statement(s) to the Lender Agent within ten (10) Business Days of filing
3. execute and deliver the Partial Release of Collateral attached as Exhibit D hereto; and
4. take all actions which are requested in writing by the Lender Agent and are reasonable or appropriate to effectuate the release of the liens on the Released Collateral.

Reference made in the exhibits attached hereto to the RAHI-PATI Loan Agreement shall mean that certain Loan Agreement, dated as of November 20, 2008, as amended, amended and restated, supplemented or otherwise modified from time to time, among RFC Asset Holdings II,

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LLC and Passive Asset Transactions, LLC, as borrowers, the Debtors and Residential Capital, LLC, as guarantors, and GMAC LLC, as initial lender and as lender agent.

In witness whereof, the undersigned has executed this Consent and Direction to Release Collateral as of the date first written above.

GMAC LLC, as Lender Agent

By: _____
Name: David C. Walker
Title: Business Unit Treasury Executive

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*Consent and Direction to Release Collateral
(Second Pledge RAHI-PATI Release)*

EXHIBIT B
OFFICER'S CERTIFICATES

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EXHIBIT C
LEGAL OPINIONS

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EXHIBIT D-1

RFC RELEASED COLLATERAL

All right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Pledged Mortgage Loans and all assets, rights or property related thereto;
- (b) (i) all Pledged Interests and (ii) all assets, rights or property related thereto;
- (c) (i) all Dividends, Distributions, interest, and (ii) other payments and rights, in each case if and to the extent evidencing or related to the Pledged Interests or Pledged Mortgage Loans;
- (d) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to any Pledged Interests or Pledged Mortgage Loans;
- (e) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to any Pledged Interests or Pledged Mortgage Loans;
- (f) to the extent not included in the foregoing, all other agreements, contracts, documents and instruments if and to the extent evidencing or related to any Pledged Interests or Pledged Mortgage Loans;
- (g) (i) all books, records, writings, data bases, information and other property relating to or evidencing any Pledged Interests or Pledged Mortgage Loans, and (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to any Pledged Interests or Pledged Mortgage Loans;
- (h) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to any Pledged Interests or Pledged Mortgage Loans; and

all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing.

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When used in this exhibit and unless the context otherwise requires, (a) capitalized terms which are not otherwise defined in this exhibit have the meanings assigned to such terms in the RAHI-PATI Loan Agreement; (b) unless otherwise defined in this exhibit, the terms Account, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Financial Assets, Goods, Instrument, Investment Property, Letter of Credit, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Securities Account and Supporting Obligations have the respective meanings assigned thereto in Article 8 or Article 9 of the UCC (as defined below).

Distributions means all dividends of stock, membership interests or other ownership interests, liquidating dividends, shares of stock resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Pledged Interest or Pledged Mortgage Loan, but shall not include Dividends.

Dividends means cash dividends and cash distributions with respect to any Pledged Interest or Pledged Mortgage Loan made in the ordinary course of business and not as a liquidating dividend.

General Intangibles means, with respect to RFC, all of RFC's "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of RFC's licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

Person means any individual, corporation, estate, partnership, limited liability company, limited liability partnership, joint venture, association, joint-stock company, business trust, trust, unincorporated organization, government or any agency or political subdivision thereof, or other entity of a similar nature.

Pledged Interest Issuer means each Person identified in Annex I attached hereto as a Pledged Interest Issuer.

Pledged Interests means (a) all member interests, general or limited partnership interests or other ownership interests of any Pledged Interest Issuer described in Annex I attached hereto; and (b) all assets, rights or property related to the foregoing (including, without limitation, all registrations, certificates, articles or agreements governing or representing any such interests; all options and other rights, contractual or otherwise, related to such interests (including all rights to vote and participate in the management of the Pledged Interest Issuer); and all Distributions, Dividends and other Property now or hereafter received, receivable or otherwise distributed in respect of or in exchange for any or all of such interests; in each case if and to the extent any of the foregoing evidence or relate to the items described in clause (a) of this definition).

Pledged Mortgage Loan means any mortgage loan (a) which is identified in a Mortgage Schedule delivered under the RAHI-PATI Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the RAHI-PATI Loan Agreement or (c) which is indicated in

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RFC's books and records as having been pledged to the Lender Agent (as defined in the RAHI-PATI Loan Agreement) or the Omnibus Agent (as defined in the RAHI-PATI Loan Agreement).

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

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ANNEX 1

PLEDGED INTERESTS

Pledged Interest Issuer	Interest		Grantor	% of Interests of Grantor Pledged
	Type of Interests	Interests Owned by Grantor		
Equity Investment I, LLC	Limited Liability Company	100%	Residential Funding Company, LLC	100% of Residential Funding Company, LLC's equity interest in Equity Investment I, LLC, constituting 100% of all the member interest in Equity Investment I, LLC

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EXHIBIT D-2

GMACM RELEASED COLLATERAL

All right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Pledged Mortgage Loans and all assets, rights or property related thereto;
- (b) (i) all Dividends, Distributions, interest, and (ii) other payments and rights, in each case if and to the extent evidencing or related to Pledged Mortgage Loans;
- (c) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to Pledged Mortgage Loans,
- (d) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to any Pledged Mortgage Loans;
- (e) to the extent not included in the foregoing, all other agreements, contracts, documents and instruments if and to the extent evidencing or related to any Pledged Mortgage Loans;
- (f) (i) all books, records, writings, data bases, information and other property relating to or evidencing any Pledged Mortgage Loans, and (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to any Pledged Mortgage Loans;
- (g) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to any Pledged Mortgage Loans; and

all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing.

When used in this exhibit and unless the context otherwise requires, (a) capitalized terms which are not otherwise defined in this exhibit have the meanings assigned to such terms in the RAHI-PATI Loan Agreement; (b) unless otherwise defined in this exhibit, the terms Account, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Financial Assets, Goods,

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Instrument, Investment Property, Letter of Credit, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Securities Account and Supporting Obligations have the respective meanings assigned thereto in Article 8 or Article 9 of the UCC (as defined below).

Distributions means all dividends of stock, membership interests or other ownership interests, liquidating dividends, shares of stock resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Pledged Mortgage Loan, but shall not include Dividends.

Dividends means cash dividends and cash distributions with respect to any Pledged Mortgage Loan made in the ordinary course of business and not as a liquidating dividend.

General Intangibles means, with respect to GMACM, all of GMACM's "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of GMACM's licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

Person means any individual, corporation, estate, partnership, limited liability company, limited liability partnership, joint venture, association, joint-stock company, business trust, trust, unincorporated organization, government or any agency or political subdivision thereof, or other entity of a similar nature.

Pledged Mortgage Loan means any mortgage loan (a) which is identified in a Mortgage Schedule delivered under the RAHI-PATI Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the RAHI-PATI Loan Agreement or (c) which is indicated in GMACM's books and records as having been pledged to the Lender Agent (as defined in the RAHI-PATI Loan Agreement) or the Omnibus Agent (as defined in the RAHI-PATI Loan Agreement).

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

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